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|--|------------------------------------|---|--|--|----------|--|------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER W33SJG-3003-1661 | | PAGE 1 OF 37 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER DACW21-03-Q-0017 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME LANEY PARKER | | b. TELEPHONE NUMBER (No Collect Calls) 912/652-5654 | | 6. SOLICITATION ISSUE DATE 27-Feb-2003 | |
| 9. ISSUED BY US ARMY ENGINEER DISTRICT SAVANNAH ATTN: CT-P/ LANEY PARKER 100 W OGLETHORPE AVE SAVANNAH GA 31401-3640 TEL: (912)652-5654 FAX: (912)652-6059 | | CODE EDP | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 0782 SIZE STANDARD: \$5,000,000 | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | |
| | | | | | | 12. DISCOUNT TERMS | |
| | | | | | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | |
| | | | | | | 13b. RATING | |
| | | | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY | | CODE | |
| 17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE | | CODE | | 18a. PAYMENT WILL BE MADE BY | | CODE | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| SEE SCHEDULE | | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. | | | | | | ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED | | | | 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 34. VOUCHER NUMBER | |
| | | | | | | 35. AMOUNT VERIFIED CORRECT FOR | |
| 32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE | | 32c. DATE | | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | | 38. S/R ACCOUNT NUMBER | | 39. S/R VOUCHER NUMBER | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | | 42a. RECEIVED BY (Print) | | 40. PAID BY | |
| | | | | 42b. RECEIVED AT (Location) | | | |
| | | | | 42c. DATE REC'D (YY/MM/DD) | | | |
| | | | | 42d. TOTAL CONTAINERS | | | |

Section SF 1449 - CONTINUATION SHEET

QUOTATION ENVELOPE SHOULD READ AS FOLLOWS:

DACW21-03-Q-0017 (LP)
LANDSCAPING SERVICES FOR THE U.S. ARMY CORPS OF ENGINEERS
OPERATIONS DEPOT, HUTCHINSON ISLAND, GEORGIA

All questions in reference to this Request for Quotation shall be addressed to the attention of Laney Parker:
Fax Number 912-652-6059, or e-mail address: elaine.d.parker@sas02.usace.army.mil

Reference 52.237-1, Site Visit:
Point of Contact for Site Visit:
Deborah Lanier at 912-652-5955 or Gary Sego at 912-652-5354

NOTE 1: A copy of the Contractor's licenses for pesticide application must be submitted after award, but before work can begin in accordance with Item 0002 of the Scope of Work.

NOTE 2: Department of Labor Wage Determination Number 1994-2141 (REV) 26, Dated 05/29/2002, is attached hereto and made a part hereof.

NOTE 3: Effective October 01, 2000 the North American Industry Classification System (NAICS) is replacing the Standard Industrial Classification (SIC). The SIC Code for this action is 0782 and the NAICS code is 561730, the size standard is \$5 million.

NOTE 4: The Taxpayer Identification Number may be used by the Government to collect and report on any delinquent amounts arising out of the contractors relationship with the Government.

The Contractor shall provide the following services in accordance with the attached Scope of Work. The Period of Performance is (Estimated) 14 March 2003 through 31 December 2003.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0001 | MOWING | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0001AA | | 9 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR ONE MOWING MONTHLY AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|--------------------|------|------------|----------|
| 0001AB | | 4 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR ADDITIONAL MOWING AS REQUIRED AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

This is an estimated quantity and shall not be exceeded without the approval of the Contracting Officer.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0002 | | 9 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR DISEASE CONTROL ONCE MONTHLY AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0003 | | 6 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR DE-WEEDING AND REMULCHING AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0004 | | 2 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR FERTILIZER APPLICATION AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---------------------|----------|------|------------|--------|
| 0005 | PRUNING MAINTENANCE | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0005AA | | 1 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION TO PERFORM ANNUAL PRUNING OF ALL SHRUBS PLANTED AROUND BUILDINGS (TO INCLUDE BUILDING 1) AND TREES AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0005AB | | 2 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION TO PERFORM PRUNING MAINTENANCE AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0006 | | 1 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR ANNUAL MULCHING AT THE OPERATIONS DEPOT, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------|----------|------|------------|--------|
| 0007 | TIDEGATE MOWING AND TRIMMING | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|----------|
| 0007AA | | 9 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR MOWING AND TRIMMING THE GRASS ONCE EACH MONTH AT THE TIDEGATE AREA, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

| ITEM NO | SUPPLIES/SERVICES | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|--------------------|------|------------|----------|
| 0007AB | | 2 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION FOR ADDITIONAL MOWING AND TRIMMING OF THE GRASS, AS REQUIRED, AT THE TIDEGATE AREA, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

This is an estimated quantity and shall not be exceeded without the approval of the Contracting Officer.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------|
| 0008 | | 2 | Each | \$ _____ | \$ _____ |
| | FURNISH ALL NECESSARY LABOR, EQUIPMENT, MATERIALS AND SUPERVISION TO PERFORM ROCK AND RIP RAP VEGETATION CONTROL ON BOTH SIDES OF THE TIDEGATE AREA, HUTCHINSON ISLAND, SAVANNAH, GEORGIA. | | | | |

TOTAL: \$ _____

**SCOPE OF WORK
OPERATIONS DEPOT AND TIDE GATE STRUCTURE
LANDSCAPE MAINTENANCE**

WORK TO BE PERFORMED: Furnish necessary labor, equipment, material and supervision to maintain grass, trees, shrubs, planting beds and landscaped islands at the U.S. Army Corps of Engineers Operations Depot and to maintain grass and control undesirable vegetation at the U.S. Army Corps of Engineers Tide Gate Area. Maintenance services will include grass mowing, tree and shrub trimming and pruning, fertilizer application, plant disease control, weed removal, mulching, chemical control and plant replacement. Cleanup after a major storm event is not included within the scope of this contract.

WORK AREA: The work areas for this specification are:

Operations Depot

The entire area inside the fence bordered on three sides by a perimeter fence and by the Savannah River on the fourth side and including the undeveloped area on upper level under the trees east of the upper parking lot, the slope beside the access road, and the steep bank and ditch running through the Depot. The area extending twenty feet outside the three fenced sides of the Depot including the ditches on the east and west sides.

Tide Gate Area

The area extending twenty feet outside the fence along the three fenced sides at the South Tide Gate Area. The entire area inside the fence at the South Tide Gate Area including rock and riprap along the river on both sides of the Back River at the Tide Gate Structure. The area is approximately ten (10) acres.

OPERATIONS DEPOT MONTHLY MOWING:

Item 0001AA. Monthly Mowing. The Contractor shall mow the grass once during the first two weeks of the month at the Operations Depot to a height of 3 inches starting in March and finishing in November. Grass clippings shall either be bagged and removed from the Depot or evenly redistributed on the grass. Clumps of grass clippings shall not be allowed on the grass. Before mowing operations begin each month, the contractor shall coordinate movement of vehicles and boats parked on the grass with the Authorized Government Representative. The contractor may be required to mow around vehicles and boats that cannot be moved. The contractor shall take every step necessary to avoid damaging such vehicles or boats.

All border areas of grassed areas around concrete islands, buildings, fences, trees, lights, walks, guard rails, bumpers, curbs, signs, shrub beds or other fixed equipment and structures shall be trimmed to create a clean edge and uniform appearance during mowing activities. All trimming shall be completed by mechanical means except where the Authorized Government Representative specifically authorizes chemical control.

Ditches and other areas that cannot be cut by machine shall be hand cut.

All trash and debris (i.e. paper cups, plastic, etc.) found incidental to mowing and trimming shall be picked up and placed in Depot garbage containers.

Item 0001AB. Additional Mowing. Additional grass mowing, at the Operations Depot, will be at the Government's request. The grass will be mowed to a height of 3 inches. Grass clippings shall be treated as described in Item 0001AA.

The entire area inside the fence, the area outside the perimeter fence and all border areas of grassed areas around concrete islands, buildings, fences, trees, lights, walks, guard rails, bumpers, curbs, signs, shrub beds or other fixed equipment and structures shall be trimmed to create a clean edge and uniform appearance during mowing activities.

All trimming shall be completed by mechanical means except where the Authorized Government Representative specifically authorizes chemical control.

Ditches and other areas that cannot be cut by machine shall be hand cut.

All trash and debris (i.e. paper cups, plastic, etc.) found incidental to mowing and trimming shall be picked up and placed in Depot garbage containers.

Item 0002. Monthly Disease Control. From March 2003 through November 2003, the Contractor shall be responsible for examination of trees, shrubs, ground covers and grassed areas for insect infestation, and disease damage. Common insect pests which could be expected to be encountered in these areas include (but are not limited to) spider mites, (red spider), white fly, bag worms, Japanese beetle, root nematodes and fire ants.

The Contractor shall be required to spray the affected area with a recommended pesticide and furnish a completed copy of the attached pesticide-use form indicating type of pesticide, weather conditions and other pertinent information as required.

The Contractor shall assure that pesticides are applied in strict accordance with the manufacturers recommendations and that proper protective clothing (masks, gloves, etc.) are worn during application and mixing. The Contractor shall not clean or wash pesticide spraying equipment or otherwise dispose of pesticide residues within the areas covered by this contract. Disposal procedures will be in accordance with labeling, federal, and state hazardous waste regulations. The Contractor shall supply to the Government a copy of his Pesticide Applicator's License.

Item 0003. Dweeding, Remulching. During March and the months of May, June, July, August, and October, weeds and grass shall be removed from around all shrubs, trees and ground covers including the removal of all grass and weeds from planter boxes, slopes, plant beds and landscape islands. In grassed areas where individual trees have been planted and mulched around the base, weeds shall be removed in a 2½-foot radius around each tree. All mulched areas will be re-mulched as needed. Weed removal shall not damage the stems or trunk of shrubs and trees. If trunks or stems are damaged by the Contractor, the Contractor shall be held responsible for full cost of replacing the damaged plant material with a tree or shrub of the same species, size and quality.

Item 0004. Fertilizer Application. The Contractor shall fertilize the lower grassed area, sloping grassed area along the entry road, trees, shrubs, and landscaped areas of the lower Operations Depot area as discussed below. The Contractor shall take random soil samples before application of fertilizer. The Contractor shall apply limestone, fertilizer and trace elements at the recommended rate indicated by the results of soil tests. Formulation of fertilizer will be based on the soil tests. Soil samples will be given to the County Agent for analysis. A copy of test results will be furnished to the Authorized Government Representative. Nutrients shall be applied around all trees, shrubs and groundcovers by hand. After mulch is pulled back from around the base of the plants, fertilizer will be evenly dispersed extending to the outermost limit of foliage or limb growth. The Contractor shall furnish copies of the soil test results and the receipts and bag tags for all nutrients supplied to the planting beds to the Authorized Government Representative. Fertilizer will be applied twice yearly around trees, shrubs and groundcovers and will be pelletized, slow-release type.

Application periods will be from 15 March to 15 April and from 15 September to 1 October.

OPERATIONS DEPOT YEARLY MAINTENANCE

Item 0005AA. Annual Pruning. All shrubs and trees planted around buildings (including Building 1), the trees over the ditch area including the sloped area, the undeveloped upper tree covered area, the landscape islands and the trees covering the 20-foot perimeter area outside the Depot fence shall be pruned once each year between March and July. Evergreen and Deciduous shrubs shall be pruned between 1 April and 1 July. Trees covering the slope of the ditch area and the upper undeveloped area shall be pruned of overhanging limbs to provide 6 feet of clearance off the ground. All trees, limbs, and root balls lying on the ground in the upper area shall be removed. The Contractor shall remove dead plants, diseased or damaged foliage, and stems and limbs from trees and shrubs. Trees to the east of the upper parking lot may be pruned as necessary to facilitate mowing of the area. Pruning will not be

used to alter the natural growth habit of the plants. The landscape trees will not be pruned except to remove damaged or diseased limbs or to provide clearance along walkways, roadways, against buildings or as directed by the Government. Pruning shall be accomplished with hand-operated shears and pruning saws only. "Heading" and "Thinning" cuts will be utilized in shrub pruning. Pruning debris (limbs, vegetation, etc.) and all cuttings and ground clearing shall be removed from the Depot by the contractor. The Contractor shall coordinate pruning with the Authorized Government Representative before undertaking the pruning.

Item 0005AB. Additional Maintenance Pruning. This work shall be done only at the Government's request. The contractor shall remove dead plants and diseased or damaged foliage, stems and limbs from trees and shrubs. Trees to the east of the upper parking lot may be pruned as necessary to facilitate mowing of the area. Pruning will not be used to alter the natural growth habit of the plants. The landscape trees will not be pruned except to remove damaged or diseased limbs or to provide clearance along walkways, roadways, against buildings or as directed by the Government. "Heading" and "Thinning" cuts will be utilized in shrub pruning. The contractor shall remove all pruning debris (limbs, vegetation, etc.).

Item 0006. Annual Mulching. Pine straw and mulch shall be added around individually planted trees and shrubs once each year between 1 April and 30 May to maintain a compacted depth of approximately three inches at a diameter of five feet around each tree.

TIDE GATE AREA

Item 0007AA. Mowing and Trimming. The Contractor shall mow the Tide Gate area grass to a height of four inches including the entire interior area, the riprap on the Georgia side, and the strip outside the fence once each month starting in April and continuing through November at approximately the same time each month. The contractor shall trim the branches hanging over the 20-foot perimeter strip outside the fence. Trimming by either mechanical or chemical means shall be completed around buildings, structures, and any permanently stored equipment.

Item 0007AB. Additional Tide Gate Mowing. If additional grass mowing is required at the Tide Gate, each additional mowing shall be billed on a per cutting basis at the contract unit price on the regular maintenance invoice.

Item 0008. Rock and Riprap Vegetation Control. During April and July, chemical vegetation control shall be applied to the rocks and riprap on both sides of the Tide Gate Structure and both banks of the river.

WORK SCHEDULE

Work for this contract will be performed during regular work hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. The contractor shall coordinate all work with the Authorized Government Representative. Work outside regular work hours may be allowed by the Authorized Government Representative on a case by case basis. The Contractor shall also coordinate all work outside regular work hours with the Authorized Government Representative before scheduling the work. The Authorized Government Representative will arrange access to work areas through the Security Guards at the operations Depot.

WORKMANSHIP

The Contractor shall leave work areas looking neat and clean.

SAFETY

The Contractor shall complete all work in a safe manner. A copy of the Contractor's accident prevention plan will be furnished to the Government for review and acceptance prior to starting work. Proper clothing and personal protective equipment appropriate to the work being done shall be worn at all times. All work shall be accomplished in accordance with U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1). A copy of this manual will be provided. The Government reserves the right to require the contractor to stop work, at the contractor's expense, if conditions are deemed unsafe, until the condition is corrected.

INSPECTION, APPROVAL, AND INVOICES

Following notification by the contractor, the Authorized Government Representative will inspect and approve each of the contractor's monthly actions and annual work completed during the month.

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items FEB 2002

CLAUSES INCORPORATED BY FULL TEXT

52.0200-4115 WAGE RATES (CESAS-CT FEB 95) |

U.S. Department of Labor Wage Decision No. 1994-2141, (REV) 26, dated 05/29/2002, shall be applicable to any contract resulting from this solicitation. These rates and benefits are the minimums to be paid employees hereunder.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

a. The Government will award a contract resulting from this solicitation to the responsible offeror whose quote, conforming to the solicitation will be most advantageous to the Government, considering only price and past performance. Past performance will be evaluated based on information received in response to the Government's preaward survey. The offeror is required to submit the following preaward information with the quote:

(1) A list of a minimum of three to a maximum of five contracts for similar size and scope of work, completed during the last three years with monetary value, date of completion, name, address and telephone number of individual to contact.

(2) A bank reference, with point of contact and telephone number for verification.

b. Price Basis. Offeror's are advised that only quotes submitted on a firm-fixed price basis will be considered, and quotes submitted on any other price basis will be rejected.

c. Award. After evaluation, award will be made to the lowest responsible and responsive offeror. Award will be in the aggregate to one offeror.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

| Listed End Product | Listed Countries of Origin: |
|--------------------|-----------------------------|
| . | . |
| . | . |

| | |
|--|--|
| | |
|--|--|

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

XX (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

XX (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

XX (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this

paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

| | | |
|------------------------------|-------|---------|
| Gardener | WG-06 | \$14.14 |
| Laborer, Grounds Maintenance | WG-03 | \$11.16 |

(End of clause)

52.223-4001 OCCUPATIONAL SAFETY AND HEALTH ACT (NOV 1987 CESAS-CT)

The Contractor shall comply with the Occupational Safety and Health Act standards as well as the current edition of the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1).

(End of provision)

52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be

applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary

licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application

through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (☐ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

☐ 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

WAGE RATES**WAGE DETERMINATION NO: 94-2141 REV (26) AREA: GA,SAVANNAH**

WAGE DETERMINATION NO: **94-2141** REV (26) AREA: GA,SAVANNAH

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross Division of | Wage Determination No.: 1994-2141

Director | Revision No.: 26

Wage Determinations | Date Of Last Revision: 05/29/2002

States: Georgia, South Carolina

Area: Georgia Counties of Appling, Bacon, Bryan, Bulloch, Candler, Chatham, Effingham,
Evans, Jeff Davis, Liberty, Long, McIntosh, Screven, Tattnall, Toombs, Wayne
South Carolina Counties of Hampton, Jasper

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| Administrative Support and Clerical Occupations | |
| Accounting Clerk I | 7.79 |
| Accounting Clerk II | 9.46 |
| Accounting Clerk III | 10.81 |
| Accounting Clerk IV | 13.97 |
| Court Reporter | 10.35 |
| Dispatcher, Motor Vehicle | 10.35 |
| Document Preparation Clerk | 10.16 |
| Duplicating Machine Operator | 10.16 |
| Film/Tape Librarian | 10.65 |
| General Clerk I | 8.49 |
| General Clerk II | 9.55 |
| General Clerk III | 10.94 |
| General Clerk IV | 11.71 |
| Housing Referral Assistant | 12.82 |
| Key Entry Operator I | 8.70 |
| Key Entry Operator II | 11.18 |
| Messenger (Courier) | 7.75 |
| Order Clerk I | 8.66 |
| Order Clerk II | 11.78 |
| Personnel Assistant (Employment) I | 14.25 |
| Personnel Assistant (Employment) II | 17.24 |
| Personnel Assistant (Employment) III | 20.67 |
| Personnel Assistant (Employment) IV | 24.58 |
| Production Control Clerk | 13.29 |
| Rental Clerk | 9.26 |
| Scheduler, Maintenance | 9.61 |
| Secretary I | 9.61 |
| Secretary II | 10.74 |
| Secretary III | 12.82 |
| Secretary IV | 12.92 |
| Secretary V | 15.56 |
| Service Order Dispatcher | 9.26 |
| Stenographer I | 8.25 |
| Stenographer II | 9.26 |
| Supply Technician | 12.92 |
| Survey Worker (Interviewer) | 10.66 |
| Switchboard Operator-Receptionist | 7.88 |
| Test Examiner | 10.74 |
| Test Proctor | 10.74 |

| | |
|--|-------|
| Travel Clerk I | 9.44 |
| Travel Clerk II | 10.07 |
| Travel Clerk III | 10.87 |
| Word Processor I | 9.42 |
| Word Processor II | 10.58 |
| Word Processor III | 11.83 |
| Automatic Data Processing Occupations | |
| Computer Data Librarian | 10.94 |
| Computer Operator I | 10.49 |
| Computer Operator II | 11.68 |
| Computer Operator III | 14.38 |
| Computer Operator IV | 15.99 |
| Computer Operator V | 17.70 |
| Computer Programmer I (1) | 13.90 |
| Computer Programmer II (1) | 18.96 |
| Computer Programmer III (1) | 20.71 |
| Computer Programmer IV (1) | 27.62 |
| Computer Systems Analyst I (1) | 20.11 |
| Computer Systems Analyst II (1) | 22.96 |
| Computer Systems Analyst III (1) | 26.66 |
| Peripheral Equipment Operator | 10.94 |
| Automotive Service Occupations | |
| Automotive Body Repairer, Fiberglass | 14.73 |
| Automotive Glass Installer | 11.50 |
| Automotive Worker | 11.73 |
| Electrician, Automotive | 12.14 |
| Mobile Equipment Servicer | 10.22 |
| Motor Equipment Metal Mechanic | 12.81 |
| Motor Equipment Metal Worker | 11.50 |
| Motor Vehicle Mechanic | 12.81 |
| Motor Vehicle Mechanic Helper | 9.59 |
| Motor Vehicle Upholstery Worker | 10.87 |
| Motor Vehicle Wrecker | 11.50 |
| Painter, Automotive | 12.14 |
| Radiator Repair Specialist | 11.50 |
| Tire Repairer | 9.87 |
| Transmission Repair Specialist | 12.81 |
| Food Preparation and Service Occupations | |
| Baker | 9.64 |
| Cook I | 8.57 |
| Cook II | 9.64 |
| Dishwasher | 6.61 |
| Food Service Worker | 6.61 |
| Meat Cutter | 9.87 |
| Waiter/Waitress | 6.28 |
| Furniture Maintenance and Repair Occupations | |
| Electrostatic Spray Painter | 15.29 |
| Furniture Handler | 10.49 |
| Furniture Refinisher | 15.29 |
| Furniture Refinisher Helper | 12.07 |
| Furniture Repairer, Minor | 13.68 |
| Upholsterer | 15.29 |
| General Services and Support Occupations | |
| Cleaner, Vehicles | 6.66 |
| Elevator Operator | 6.66 |
| Gardener | 8.84 |
| House Keeping Aid I | 6.13 |
| House Keeping Aid II | 6.66 |
| Janitor | 6.66 |
| Laborer, Grounds Maintenance | 7.22 |
| Maid or Houseman | 6.13 |
| Pest Controller | 9.42 |
| Refuse Collector | 6.66 |
| Tractor Operator | 8.30 |
| Window Cleaner | 7.22 |
| Health Occupations | |

| | |
|---|-------|
| Dental Assistant | 10.93 |
| Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 11.24 |
| Licensed Practical Nurse I | 9.62 |
| Licensed Practical Nurse II | 10.79 |
| Licensed Practical Nurse III | 12.07 |
| Medical Assistant | 10.05 |
| Medical Laboratory Technician | 10.05 |
| Medical Record Clerk | 10.05 |
| Medical Record Technician | 13.54 |
| Nursing Assistant I | 7.10 |
| Nursing Assistant II | 7.98 |
| Nursing Assistant III | 8.71 |
| Nursing Assistant IV | 9.77 |
| Pharmacy Technician | 12.53 |
| Phlebotomist | 11.10 |
| Registered Nurse I | 16.02 |
| Registered Nurse II | 19.58 |
| Registered Nurse II, Specialist | 19.58 |
| Registered Nurse III | 23.69 |
| Registered Nurse III, Anesthetist | 23.69 |
| Registered Nurse IV | 27.62 |
| Information and Arts Occupations | |
| Audiovisual Librarian | 12.45 |
| Exhibits Specialist I | 15.56 |
| Exhibits Specialist II | 19.13 |
| Exhibits Specialist III | 23.39 |
| Illustrator I | 15.56 |
| Illustrator II | 19.13 |
| Illustrator III | 23.39 |
| Librarian | 17.24 |
| Library Technician | 11.90 |
| Photographer I | 13.85 |
| Photographer II | 15.56 |
| Photographer III | 19.13 |
| Photographer IV | 23.39 |
| Photographer V | 28.30 |
| Laundry, Dry Cleaning, Pressing and Related Occupations | |
| Assembler | 6.85 |
| Counter Attendant | 6.85 |
| Dry Cleaner | 7.20 |
| Finisher, Flatwork, Machine | 6.85 |
| Presser, Hand | 6.85 |
| Presser, Machine, Drycleaning | 6.85 |
| Presser, Machine, Shirts | 6.85 |
| Presser, Machine, Wearing Apparel, Laundry | 6.85 |
| Sewing Machine Operator | 8.09 |
| Tailor | 9.20 |
| Washer, Machine | 6.58 |
| Machine Tool Operation and Repair Occupations | |
| Machine-Tool Operator (Toolroom) | 15.29 |
| Tool and Die Maker | 18.46 |
| Material Handling and Packing Occupations | |
| Forklift Operator | 11.00 |
| Fuel Distribution System Operator | 12.85 |
| Material Coordinator | 13.42 |
| Material Expediter | 13.42 |
| Material Handling Laborer | 8.49 |
| Order Filler | 10.45 |
| Production Line Worker (Food Processing) | 11.00 |
| Shipping Packer | 10.64 |
| Shipping/Receiving Clerk | 10.64 |
| Stock Clerk (Shelf Stocker; Store Worker II) | 11.86 |
| Store Worker I | 9.02 |
| Tools and Parts Attendant | 11.00 |
| Warehouse Specialist | 11.00 |
| Mechanics and Maintenance and Repair Occupations | |

| | |
|--|-------|
| Aircraft Mechanic | 16.13 |
| Aircraft Mechanic Helper | 12.07 |
| Aircraft Quality Control Inspector | 16.91 |
| Aircraft Servicer | 13.68 |
| Aircraft Worker | 14.46 |
| Appliance Mechanic | 15.29 |
| Bicycle Repairer | 12.42 |
| Cable Splicer | 16.13 |
| Carpenter, Maintenance | 15.29 |
| Carpet Layer | 14.46 |
| Electrician, Maintenance | 16.13 |
| Electronics Technician, Maintenance I | 17.82 |
| Electronics Technician, Maintenance II | 18.85 |
| Electronics Technician, Maintenance III | 19.88 |
| Fabric Worker | 13.68 |
| Fire Alarm System Mechanic | 16.13 |
| Fire Extinguisher Repairer | 12.85 |
| Fuel Distribution System Mechanic | 16.13 |
| General Maintenance Worker | 9.21 |
| Heating, Refrigeration and Air Conditioning Mechanic | 16.13 |
| Heavy Equipment Mechanic | 18.55 |
| Heavy Equipment Operator | 18.55 |
| Instrument Mechanic | 18.55 |
| Laborer | 6.66 |
| Locksmith | 15.29 |
| Machinery Maintenance Mechanic | 18.55 |
| Machinist, Maintenance | 16.13 |
| Maintenance Trades Helper | 12.07 |
| Millwright | 18.55 |
| Office Appliance Repairer | 15.29 |
| Painter, Aircraft | 15.29 |
| Painter, Maintenance | 17.27 |
| Pipefitter, Maintenance | 16.51 |
| Plumber, Maintenance | 15.65 |
| Pneudraulic Systems Mechanic | 16.13 |
| Rigger | 16.13 |
| Scale Mechanic | 14.46 |
| Sheet-Metal Worker, Maintenance | 16.13 |
| Small Engine Mechanic | 14.46 |
| Telecommunication Mechanic I | 16.13 |
| Telecommunication Mechanic II | 16.91 |
| Telephone Lineman | 16.13 |
| Welder, Combination, Maintenance | 16.13 |
| Well Driller | 16.13 |
| Woodcraft Worker | 16.13 |
| Woodworker | 12.85 |
| Miscellaneous Occupations | |
| Animal Caretaker | 6.93 |
| Carnival Equipment Operator | 7.58 |
| Carnival Equipment Repairer | 8.08 |
| Carnival Worker | 6.08 |
| Cashier | 6.60 |
| Desk Clerk | 8.29 |
| Embalmer | 16.57 |
| Lifeguard | 7.88 |
| Mortician | 16.57 |
| Park Attendant (Aide) | 9.89 |
| Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 6.85 |
| Recreation Specialist | 10.66 |
| Recycling Worker | 8.30 |
| Sales Clerk | 7.88 |
| School Crossing Guard (Crosswalk Attendant) | 6.34 |
| Sport Official | 6.85 |
| Survey Party Chief (Chief of Party) | 18.50 |
| Surveying Aide | 11.56 |
| Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 15.85 |

| | |
|--|-------|
| Swimming Pool Operator | 8.65 |
| Vending Machine Attendant | 7.22 |
| Vending Machine Repairer | 8.65 |
| Vending Machine Repairer Helper | 7.22 |
| Personal Needs Occupations | |
| Child Care Attendant | 7.69 |
| Child Care Center Clerk | 9.58 |
| Chore Aid | 5.33 |
| Homemaker | 10.66 |
| Plant and System Operation Occupations | |
| Boiler Tender | 16.13 |
| Sewage Plant Operator | 15.29 |
| Stationary Engineer | 16.13 |
| Ventilation Equipment Tender | 12.07 |
| Water Treatment Plant Operator | 15.29 |
| Protective Service Occupations | |
| Alarm Monitor | 7.70 |
| Corrections Officer | 15.20 |
| Court Security Officer | 15.20 |
| Detention Officer | 15.20 |
| Firefighter | 15.17 |
| Guard I | 5.96 |
| Guard II | 8.61 |
| Police Officer | 15.22 |
| Stevedoring/Longshoremen Occupations | |
| Blocker and Bracer | 13.21 |
| Hatch Tender | 13.21 |
| Line Handler | 13.21 |
| Stevedore I | 12.43 |
| Stevedore II | 13.97 |
| Technical Occupations | |
| Air Traffic Control Specialist, Center (2) | 27.00 |
| Air Traffic Control Specialist, Station (2) | 18.62 |
| Air Traffic Control Specialist, Terminal (2) | 20.50 |
| Archeological Technician I | 13.78 |
| Archeological Technician II | 15.49 |
| Archeological Technician III | 19.13 |
| Cartographic Technician | 21.10 |
| Civil Engineering Technician | 19.13 |
| Computer Based Training (CBT) Specialist/ Instructor | 20.58 |
| Drafter I | 12.30 |
| Drafter II | 13.85 |
| Drafter III | 15.56 |
| Drafter IV | 19.13 |
| Engineering Technician I | 13.75 |
| Engineering Technician II | 15.48 |
| Engineering Technician III | 17.39 |
| Engineering Technician IV | 21.38 |
| Engineering Technician V | 26.13 |
| Engineering Technician VI | 31.63 |
| Environmental Technician | 14.50 |
| Flight Simulator/Instructor (Pilot) | 21.30 |
| Graphic Artist | 18.66 |
| Instructor | 18.66 |
| Laboratory Technician | 13.04 |
| Mathematical Technician | 19.13 |
| Paralegal/Legal Assistant I | 11.90 |
| Paralegal/Legal Assistant II | 14.32 |
| Paralegal/Legal Assistant III | 17.50 |
| Paralegal/Legal Assistant IV | 21.18 |
| Photooptics Technician | 19.13 |
| Technical Writer | 17.24 |
| Unexploded (UXO) Safety Escort | 17.16 |
| Unexploded (UXO) Sweep Personnel | 17.16 |
| Unexploded Ordnance (UXO) Technician I | 17.16 |
| Unexploded Ordnance (UXO) Technician II | 20.76 |

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| Unexploded Ordnance (UXO) Technician III | 24.88 |
| Weather Observer, Combined Upper Air and Surface Programs (3) | 13.04 |
| Weather Observer, Senior (3) | 14.50 |
| Weather Observer, Upper Air (3) | 13.04 |
| Transportation/ Mobile Equipment Operation Occupations | |
| Bus Driver | 11.19 |
| Parking and Lot Attendant | 7.91 |
| Shuttle Bus Driver | 10.52 |
| Taxi Driver | 9.87 |
| Truckdriver, Heavy Truck | 11.83 |
| Truckdriver, Light Truck | 10.52 |
| Truckdriver, Medium Truck | 11.19 |
| Truckdriver, Tractor-Trailer | 11.83 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156) 2)

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The

Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job

title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.